

<i>SERFF Tracking Number:</i>	<i>AENX-126211215</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aetna Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42811</i>
<i>Company Tracking Number:</i>	<i>AH AR0172001F01</i>		
<i>TOI:</i>	<i>H16G Group Health - Major Medical</i>	<i>Sub-TOI:</i>	<i>H16G.001C Any Size Group - Other</i>
<i>Product Name:</i>	<i>2009 Law Department</i>		
<i>Project Name/Number:</i>	<i>2009 Law Department/AH AR0172001F01</i>		

Filing at a Glance

Company: Aetna Life Insurance Company

Product Name: 2009 Law Department

TOI: H16G Group Health - Major Medical

Sub-TOI: H16G.001C Any Size Group - Other

Filing Type: Form

SERFF Tr Num: AENX-126211215 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 42811

Co Tr Num: AH AR0172001F01

State Status: Approved-Closed

Co Status:

Reviewer(s): Rosalind Minor

Author: SPI AetnaSPI

Disposition Date: 07/01/2009

Date Submitted: 06/30/2009

Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: 2009 Law Department

Project Number: AH AR0172001F01

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 07/01/2009

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 07/01/2009

Corresponding Filing Tracking Number:

Deemer Date:

Filing Description:

The purpose of this filing is to support the following options for our products:

1. Additional flexibility to show Premium rates on the initial rate sheet or any subsequent document prepared by Aetna that contains rates.

2. The ability to increase premium rates during the initial term of the contract whenever there is a significant change in factors bearing a material impact on the risk assumed by Aetna

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<i>Product Name:</i>	<i>2009 Law Department</i>		
<i>Project Name/Number:</i>	<i>2009 Law Department/AH AR0172001F01</i>		

Company and Contact

Filing Contact Information

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151 Farmington Avenue
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(860) 952-2069[FAX]

Filing Company Information

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156
(860) 273-7546 ext. [Phone]

CoCode: 60054
Group Code: 1
Group Name: Aetna
FEIN Number: 06-6033492

State of Domicile: Connecticut
Company Type:
State ID Number:

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	Filing Fee
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aetna Life Insurance Company	\$50.00	06/30/2009	28894544

<i>SERFF Tracking Number:</i>	<i>AENX-126211215</i>	<i>State:</i>	<i>Arkansas</i>
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	07/01/2009	07/01/2009

<i>SERFF Tracking Number:</i>	<i>AENX-126211215</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>2009 Law Department</i>		
<i>Project Name/Number:</i>	<i>2009 Law Department/AH AR0172001F01</i>		

Disposition

Disposition Date: 07/01/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AENX-126211215 State: Arkansas
Filing Company: Aetna Life Insurance Company State Tracking Number: 42811
Company Tracking Number: AH AR0172001F01
TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001C Any Size Group - Other
Product Name: 2009 Law Department
Project Name/Number: 2009 Law Department/AH AR0172001F01

Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Supporting Document	EOV GR-29N 05-01 02	Approved-Closed	Yes
Supporting Document	Red line of EOV GR-29N 05-01 02	Approved-Closed	Yes
Supporting Document	EOV GR-29N 05-03 03	Approved-Closed	Yes
Supporting Document	Red line of EOV GR-29N 05-03 03	Approved-Closed	Yes
Supporting Document	EOV General GR-29N 000	Approved-Closed	Yes
Supporting Document	Red Line of EOV GR29N 000	Approved-Closed	Yes
Supporting Document	Red Line of GR-29N 05-01 02	Approved-Closed	Yes
Supporting Document	Redline of GR-29N 05-03 03	Approved-Closed	Yes
Form	Premiums and Fees	Approved-Closed	Yes
Form	Premium and Fees Continued	Approved-Closed	Yes

SERFF Tracking Number: AENX-126211215 State: Arkansas

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Product Name: 2009 Law Department

Project Name/Number: 2009 Law Department/AH AR0172001F01

Form Schedule

Lead Form Number: GR-29N 05-01 02

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	GR-29N 05-01 02	Policy/Cont Premiums and Fees ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51	GR-29N 05-01 02.PDF
Approved-Closed	GR-29N 05-03 03	Policy/Cont Premium and Fees ract/Fratern Continued al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		38	GR-29N 05-03 03.PDF

SECTION 3. PREMIUMS [1 AND FEES]

Premiums Rates. The premium charges will be determined in accordance with the Premium Rates in effect on the Premium Due Date. [2The initial monthly Premium Rates are set forth in the Schedule of Premiums and Fees][3The premium rates for XXXX coverage are shown on the initial rate sheet and any subsequent indication of rates issued by Aetna].

4[However, any other method may be used which: (a) yields about the same total amount; and (b) is agreeable to both the [Policyholder] and Us.]

5[In place of determining the premium rates from the Schedule of Premiums and Fees and by agreement with the [Policyholder], the premium rates are determined:

- On the basis of an examination of the experience of the risk assumed; and
- On reasonable assumptions as to interest, mortality and expense.]

6[The Premium Rate for Life Insurance Coverage is as follows. The rate is subject to change as provided in this Policy. The Premium Rate is for a period of one month.

Premium per \$1,000 of Life Insurance [\$xxxx]7.]

8[**Premiums Due – Experience Rating.** The Premium due under this policy on any Premium Due Date will be the sum of the premium charges for the coverages provided under this Policy. Covered employees and dependents as of each Premium Due Date will be determined by Us in accordance with Our records. A check does not constitute payment until it is honored by a bank. We may return a check issued against insufficient funds without making a second deposit attempt. We may accept a partial payment of Premium without waiving our right to collect the entire amount due.

If premiums are payable monthly any insurance becoming effective will be charged for from the first day of the policy month on or right after the date the insurance takes effect. Premium charges for insurance which terminates will cease as of the first day of the policy month on or right after the date the insurance terminates. If premiums are payable less often than monthly, premium charges or credits for a fraction of a premium-paying period will be made on a pro rata basis for the number of policy months between the date premium charges start or cease and the end of the premium-paying period. If this policy is changed to provide more coverage to take effect on a date other than the first day of a premium-paying period, a pro rata premium for the coverage will be due and payable on that date. It will cover the period then starting and ending right before the start of the next premium-paying period.

We may change premiums due to experience or a change in factors bearing on the risk assumed. Each change shall be made by written notice to the Policyholder by Us pursuant to *Changes in Premium* section.

Except as otherwise provided in the *Changes in Premium* provision, no experience reduction or increase in Premium Rates shall become effective less than 12 months after the effective date of this Policy.

9At the end of a policy year, We may declare an experience credit. The amount of each credit We declare will be returned to the Policyholder. Upon request by the Policyholder, part or all of it will be applied against payment of premiums or in any other manner as agreed to by the Policyholder and Us.

If the sum of employee contributions which have been made for group insurance exceeds the sum of premiums which have been paid for group insurance, (after giving effect to any experience credits), the excess will be applied by the Policyholder for the sole benefit of employees. We will not have to see to the use of such excess.

Instead of figuring premiums as described above, premiums may be figured in any way approved by Us that comes up with about the same amount of premiums.]

SECTION 3. PREMIUMS [1 AND FEES] (Continued)

Changes in Premium. We may also change the Premium rates [and fees] effective as of any Premium Due Date upon [30 – 120]2] days prior written notice to the [Policyholder]. [3However, no such adjustment will be made during the Initial Term except:

- when there is a significant change in factors bearing a material impact on the risk assumed by **Aetna**; or
- to reflect changes in applicable law or regulation or a judicial decision having a material impact on the cost of providing Coverage.]

Retroactive Adjustments. We may, at Our discretion, make retroactive adjustments to the [Policyholder's] billings for the termination of [4employees] not posted to previous billings. However, the [Policyholder] may only receive a maximum of 5[1 – 3] month's credit for [employee] terminations that occurred more than 6[30 - 120] days before the date the [Policyholder] notified Us of the termination. We may reduce any such credits by the amount of any payments We may have made on behalf of such [employees] before We were informed their coverage had been terminated. Retroactive additions will be made at Our discretion based upon eligibility guidelines stated in the Booklet-Certificate, and are subject to the payment of all applicable premiums.

7[Premium Rate Reduction For Failure to Meet Performance Guarantees. We may reduce the Policyholder's premium due to Our failure to provide the agreed upon levels of service. Such service levels are guaranteed by Us and agreed to in writing by Us and the Policyholder.

The reduction is based upon a percentage of the projected annual premium which is due over the term of the period for which service levels are guaranteed. The reduction amount will be credited, toward either future or prior premiums, at the end of the policy year.

The reduction will apply only to the [8Life Insurance] Coverage issued under this Policy.

9The terms of the Performance Guarantees are set forth in the Service Agreement.]

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<i>Product Name:</i>	<i>2009 Law Department</i>		
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Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	AENX-126211215	State:	Arkansas
Filing Company:	Aetna Life Insurance Company	State Tracking Number:	42811
Company Tracking Number:	AH AR0172001F01		
TOI:	H16G Group Health - Major Medical	Sub-TOI:	H16G.001C Any Size Group - Other
Product Name:	2009 Law Department		
Project Name/Number:	2009 Law Department/AH AR0172001F01		

Supporting Document Schedules

Bypassed -Name:	Flesch Certification	Review Status:	Approved-Closed	07/01/2009
Bypass Reason:	Not applicable			
Comments:				

Bypassed -Name:	Application	Review Status:	Approved-Closed	07/01/2009
Bypass Reason:	Not Applicable			
Comments:				

Satisfied -Name:	Cover Letter	Review Status:	Approved-Closed	07/01/2009
Comments:				
Attachment:	Cover Letter.PDF			

Satisfied -Name:	EOV GR-29N 05-01 02	Review Status:	Approved-Closed	07/01/2009
Comments:				
Attachment:	EOV GR-29N 05-01 02.PDF			

Satisfied -Name:	Red line of EOV GR-29N 05-01 02	Review Status:	Approved-Closed	07/01/2009
Comments:				
Attachment:	Red line of EOV GR-29N 05-01 02.PDF			

Satisfied -Name:	EOV GR-29N 05-03 03	Review Status:	Approved-Closed	07/01/2009
Comments:				
Attachment:				

<i>SERFF Tracking Number:</i>	<i>AENX-126211215</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aetna Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42811</i>
<i>Company Tracking Number:</i>	<i>AH AR0172001F01</i>		
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<i>Product Name:</i>	<i>2009 Law Department</i>		
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EOV GR-29N 05-03 03.PDF

SERFF Tracking Number: AENX-126211215 State: Arkansas
Filing Company: Aetna Life Insurance Company State Tracking Number: 42811
Company Tracking Number: AH AR0172001F01
TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001C Any Size Group - Other
Product Name: 2009 Law Department
Project Name/Number: 2009 Law Department/AH AR0172001F01

Review Status:
Satisfied -Name: Red line of EOVS GR-29N 05-03 03 Approved-Closed 07/01/2009
Comments:
Attachment:
Red line of EOVS GR-29N 05-03 03.PDF

Review Status:
Satisfied -Name: EOVS General GR-29N 000 Approved-Closed 07/01/2009
Comments:
Attachment:
EOVS General GR-29N 000.PDF

Review Status:
Satisfied -Name: Red Line of EOVS GR29N 000 Approved-Closed 07/01/2009
Comments:
Attachment:
Red Line of EOVS GR29N 000.PDF

Review Status:
Satisfied -Name: Red Line of GR-29N 05-01 02 Approved-Closed 07/01/2009
Comments:
Attachment:
Red Line of GR-29N 05-01 02.PDF

Review Status:
Satisfied -Name: Redline of GR-29N 05-03 03 Approved-Closed 07/01/2009
Comments:
Attachment:
Redline of GR-29N 05-03 03.PDF

a

151 Farmington Avenue
Mail Code RW61
Hartford, CT 06156

John W. Ciesielski
Product and Regulatory Approvals
Phone: (845) 279-1282
Fax: (860) 952-2065
Email: Ciesielskiw@aetna.com

June 30, 2009

Insurance Commissioner Julie Benafield Bowman
Compliance – Life and Health
Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

Re: Aetna Life Insurance Company
NAIC No. 001-60054
Group Accident and Health Insurance Coverage
Policy Insert Forms: GR-29N 05-01 02
GR-29N 05-03 03

Dear Commissioner Benafield:

The enclosed policy insert pages are being submitted, for your Department's approval on a general use basis. The enclosed insert forms are new and do not replace any forms previously sent to your Department. They are in final form rather than being drafts or proofs.

The purpose of this filing is to support the following options for our products:

1. Additional flexibility to show Premium rates on the initial rate sheet or any subsequent document prepared by Aetna that contains rates.
2. The ability to increase premium rates during the initial term of the contract whenever there is a significant change in factors bearing a material impact on the risk assumed by Aetna

Variability, as indicated by bracketed material on the forms, is required so that only the appropriate language may be reflected on the forms. Upon issuance of these documents, the placement of textual material may vary to avoid gaps that would otherwise be created by the deletion of bracketed material. Coverage, sections and/or provisions may appear in sequence other than that shown. Connective words and phrases, which serve the grammatical purpose of meaningful continuity and do not affect the description of the payment of benefits or other terms or conditions of the group policy, may vary as the sense demands. A detailed Explanation of Variability has been included.

We intend to use the new insert forms with the GR-29N wraparound contract form approved by your Department on June 23, 2006.

If you have any questions, please feel free to contact me at the phone number, fax number or e-mail address shown above.

Sincerely,

John W. Ciesielski

John W. Ciesielski
Product & Regulatory Approvals Manager

Aetna Life Insurance Company
Explanation of Variability
Group Policy
GR-29N
05-01
02

Section 3. Premiums and fees

1. In the heading the words “and fees” will be omitted if not part of the policyholder’s plan.
2. In the first paragraph, the second sentence will be omitted if rates are calculated and shown in a manner other than reflected in the Schedule of Premiums and Fees.
3. Premium rates may be shown on the initial rate sheet or any subsequent document prepared by Aetna that contains rates.
4. The second paragraph will be omitted if the bracketed language in the third paragraph is included.
5. The third paragraph will be included if premium rates are calculated on the basis of an examination of the experience of the risk assumed or on reasonable assumptions as to interest, mortality, and expense.
6. Rate information for life insurance will only be included if there is life insurance coverage included in a plan of benefits.
7. In the fifth paragraph of this provision, the premium amount for life insurance will be included.

Premium Due – Experience Rating

8. This item will be included when there is experience rating as part of the policyholder’s plan.
 - In the first paragraph, reference to “employee” may be changed to reflect the appropriate term if the group is not an employer/employee group (e.g. “covered person” or “member”).
 - In the second paragraph, the premium due date may be other than the first day of each policy month.
9. Paragraphs five, six and seven may be omitted when the plan does not have an experience credit.

Aetna Life Insurance Company
Explanation of Variability
Group Policy
GR-29N
05-01
0102

1. Section 3. Premiums [and fees]

1. In the heading the “and words “and fees” will be omitted if not part of the policyholder’s plan.
2. In the first paragraph, the second This sentence will be omitted if rates are calculated and shown in a manner other than reflected in the Schedule of Premiums and Fees.
3. The term “monthly” or reference to month may be changed to provide premium payments on another basis, (e.g., quarterly, semi-annually, annually). Premium rates may be shown on the initial rate sheet or any subsequent document prepared by Aetna that contains rates.
4. The second paragraph This sentence will be omitted if the bracketed language in the following third paragraph is included.
5. The third paragraph This section will be included if premium rates are calculated and shown in a manner other than reflected in the Schedule of Premiums and Fees. The actual rate information may be placed on page 05-04. on the basis of an examination of the experience of the risk assumed or on reasonable assumptions as to interest, mortality, and expense.
6. Rate information for life insurance will only be included if there is life insurance coverage included in a plan of benefits.
7. In the fifth paragraph of this provision, tThe appropriate amount premium amount for life insurance will be included.

Premium Due – Experience Rating

8. This item may be omitted if experience rating is not used will be included when there is experience rating as part of the policyholder’s plan..
9. • The reference to “premium due date” may be modified to reflect applicable state laws or regulations Self-explanatory.
10. In the first paragraph, rReference to ““employee”” may be changed to reflect the appropriate term if the group is not an employer/employee group (e.g. ““covered person”” or ““member””).
11. • In the second paragraph, tThe premium due date may be other than the first day of each policy month.
- 12.9. Paragraphs five, six and seven These paragraphs may be omitted when the plan does not have an experience credit.

Aetna Life Insurance Company
Explanation of Variability
Group Policy
GR-29N
05-01
0102

Aetna Life Insurance Company
Explanation of Variability
Group Policy
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05-03
03

Section 3. Premiums and fees

Changes in Premium:

1. In the heading and first paragraph, the words “and fees” will appear when fees are part of the policyholder’s plan.
2. In the first paragraph, the 30 day timeframe regarding prior written notice may range from 30 -120 days.
3. In the first paragraph, the second sentence may be replaced to reference premium changes made in the subsequent term with the wording as follows:

However, no such adjustment will be made (i) during the Initial Term except when there is a significant change in factors bearing a material impact on the risk assumed by Aetna; or to reflect changes in applicable law or regulation or a judicial decision having a material impact on the cost of providing Coverage and (ii) more than once in the subsequent term or 12 consecutive months except to reflect changes in applicable law or regulation or a judicial decision having a material impact on the cost of providing coverage.

4. In the second paragraph, reference to “employee” may be changed to reflect the appropriate term if the group is not an employer/employee group (e.g. “covered person” or “member”).
5. In the second paragraph, the 1 month credit may range from 1 – 3 months.
6. In the second paragraph, the 30 day timeframe may range from 30 – 120 days.
7. In the third paragraph, the “Premium Rate Reduction for Failure to Meet Performance Guarantees” provision will be included only if performance guarantees apply to a policyholder’s plan.
 - In the fourth paragraph, “the policy year” may be replaced with “a performance guarantee period”. Also, a reduction may occur at periodic intervals within the performance guarantee period.
8. In the fifth paragraph, the performance guarantees may be limited to a specific line of coverage, a combination of coverages (e.g. Life and Long Term Disability) or may apply to all the coverages provided under the Policy. Also, the sentence may be revised to include the applicability of the premium reduction to a certain class(es) of eligible persons and Member Employers.
9. In the sixth paragraph, the term “Service Agreement” may be replaced with a comparable term (e.g. “Service Level Agreement” or “Performance Guarantee Agreement”).

Aetna Life Insurance Company
Explanation of Variability
Group Policy
GR-29N
05-03
032

Section 3. Premiums [and fees]

Changes in Premium:

1

1. In the heading first and first paragraph, the “words “and fees”” will be omitted appear when fees are when not part of the policyholder’s plan.
2. In the first paragraph, the 30 day timeframe regarding prior written notice may [increase] [range from (e.g. 30 -120 days)].
3. In the first paragraph, this the second sentence may be replaced to reference premium changes made in the subsequent term with the wording as follows:

However, no such adjustment will be made (i) during the Initial Term except when there is a significant change in factors bearing a material impact on the risk assumed by Aetna; or to reflect changes in applicable law or regulation or a judicial decision having a material impact on the cost of providing Coverage and (ii) more than once in the subsequent term or 12 consecutive months except to reflect changes in applicable law or regulation or a judicial decision having a material impact on the cost of providing coverage.

when there is

a significant change in factors bearing a material impact on the risk assumed by Aetna; or to reflect changes in applicable law or regulation or a judicial decision having a material impact on the cost of providing coverage and (ii) more than once in the [subsequent term] [12 consecutive months] except to reflect changes in applicable law or regulation or a judicial decision having a material impact on the cost of providing coverage.

4. In the second paragraph, reference to “ “employee’ employee” may be changed to reflect the appropriate term if the group is not an employer/employee group (e.g. “ “covered person’ person” or “ “member’ member”).
5. In the second paragraph, the 1 month credit may may [increase] [increase range from (e.g. 1 – 3 months).].
6. In the second paragraph, the 30 day timeframe may may [increase] [increase range from (e.g. 30 – 120 days).].
7. In the third paragraph, the “ “Premium Rate Reduction for Failure to Meet Performance Guarantees” provision will be included only if performance guarantees apply to a policyholder’s plan.
 -
8. In the fourth paragraph, “the Policy Year’ yYear” may be replaced with “ “a performance guarantee period””. Also, a reduction may occur at periodic intervals within the performance guarantee period.

Aetna Life Insurance Company
Explanation of Variability
Group Policy
GR-29N
05-03
032

9.8. In the fifth paragraph, tThe performance guarantees may be limited to a specific line of coverage, a combination of coverages (e.g. Life and Long Term Disability) or may apply to all the coverages provided under the Policy. Also, the sentence may be revised to include the applicability of the premium reduction to a certain class(es) of eligible persons and Member Employers.

10.9. In the sixth paragraph, tThe term ‘Serviceterm “Service Agreement’ Agreement” may be replaced with a comparable term (e.g. ““Service Level Agreement”” or ““Performance Guarantee Agreement””).

Aetna Life Insurance Company
Explanation of Variability
Group Policy
GR-29N
00-00
02

General Comments

The GR-29N policy contains only the provisions of the contract between Aetna and the policyholder (e.g., sections regarding premium rates and payment of premiums, policy termination; policy requirements of any applicable laws or regulations and the group master application).

Variability, as indicated by bracketed material, is required so that only the appropriate provisions and information for each specific policyholder may be reflected.

There may be some variation in the placement of contract provisions to eliminate gaps resulting from the deletion of language not required for a particular plan.

The term employee may be changed to reflect the appropriate term if the group is not an employer/employee group, (e.g. “covered person” or “member”).

The term “monthly” or reference to month may be changed to provide premium payments on another basis, (e.g. quarterly, semi-annually, annually).

The term “policyholder” may be changed to reflect the clients name or name of the association.

Aetna Life Insurance Company
Explanation of Variability
Group Policy
GR-29N
00-00
0002

General Comments

The GR-29N policy contains only the provisions of the contract between Aetna and the policyholder (e.g., sections regarding premium rates and payment of premiums, policy termination; policy requirements of any applicable laws or regulations and the group master application).

Variability, as indicated by bracketed material, is required so that only the appropriate provisions and information for each specific policyholder may be reflected.

There may be some variation in the placement of contract provisions to eliminate gaps resulting from the deletion of language not required for a particular plan.

The term employee may be changed to reflect the appropriate term if the group is not an employer/employee group, (e.g. “covered person” or “member”).

The term “monthly” or reference to month may be changed to provide premium payments on another basis, (e.g. quarterly, semi-annually, annually).

The term “pPolicyholder” may be changed to reflect the clients name or name of the association.

SECTION 3. PREMIUMS [1AND FEES]

Premiums Rates. The premium charges will be determined in accordance with the Premium Rates in effect on the Premium Due Date. [2The 2The initial [3monthly] Premium Rates are set forth in the Schedule of Premiums [and Fees].][3The premium rates for XXXX coverage are shown on the initial rate sheet and any subsequent indication of rates issued by **Aetna**].

44[However, any other method may be used which: (a) yields about the same total amount; and (b) is agreeable to both the [Policyholder] and Us.]

55[In place of determining the premium rates from the Schedule of Premiums [and Fees] and by agreement with the [Policyholder], the premium rates are determined:

- On the basis of an examination of the experience of the risk assumed; and
- On reasonable assumptions as to interest, mortality and expense.]

66[The Premium Rate for Life Insurance Coverage is as follows. The rate is subject to change as provided in this Policy. The Premium Rate is for a period of [3one one month].

Premium per \$1,000 of Life Insurance [[xxxx7xxxx7]7.]

88[**Premiums Due – Experience Rating.** The Premium due under this policy on any [99Premium Due Date] will be the sum of the premium charges for the coverages provided under this Policy. Covered [1010employees] [aand dependents] as of each Premium Due Date will be determined by Us in accordance with Our records. A check does not constitute payment until it is honored by a bank. We may return a check issued against insufficient funds without making a second deposit attempt. We may accept a partial payment of Premium without waiving our right to collect the entire amount due.

If premiums are payable [monthly], any insurance becoming effective will be charged for from the [1111first] day of the policy month on or right after the date the insurance takes effect. Premium charges for insurance which terminates will cease as of the first day of the policy month on or right after the date the insurance terminates. If premiums are payable less often than [monthly], premium charges or credits for a fraction of a premium-paying period will be made on a pro rata basis for the number of policy months between the date premium charges start or cease and the end of the premium-paying period. If this policy is changed to provide more coverage to take effect on a date other than the first day of a premium-paying period, a pro rata premium for the coverage will be due and payable on that date. It will cover the period then starting and ending right before the start of the next premium-paying period.

We may change premiums due to experience or a change in factors bearing on the risk assumed. Each change shall be made by written notice to the [Policyholder] by Us pursuant to *Changes in Premium* section.

Except as otherwise provided in the *Changes in Premium* provision, Nno experience reduction or increase in Premium Rates shall become effective less than 12 months after the effective date of this Policy.

12912[At the end of a policy year, We may declare an experience credit. The amount of each credit We declare will be returned to the [Policyholder]. Upon request by the [Policyholder], , part or all of it will be applied against payment of premiums or in any other manner as agreed to by the [Policyholder] and Us.]

If the sum of [employee] contributions which have been made for group insurance exceeds the sum of premiums which have been paid for group insurance, (after giving effect to any experience credits), the excess will be applied by the [Policyholder] for the sole benefit of [employees]. We will not have to see to the use of such excess.

Instead of figuring premiums as described above, premiums may be figured in any way approved by Us that comes up with about the same amount of premiums.]

SECTION 3. PREMIUMS [1 AND FEES] (Continued)

Changes in Premium. We may also change the Premium rates [1 and fees] effective as of any Premium Due Date upon [30 – 120] 2] days prior written notice to the [Policyholder]. [3 However, no such adjustment will be made during the Initial Term except:

- when there is a significant change in factors bearing a material impact on the risk assumed by **Aetna**; or
- to reflect changes in applicable law or regulation or a judicial decision having a material impact on the cost of providing Coverage.]

Retroactive Adjustments. We may, at Our discretion, make retroactive adjustments to the [Policyholder's] billings for the termination of [4 employees] not posted to previous billings. However, the [Policyholder] may only receive a maximum of 5[1 – 3 5] month's credit for [4 employee] terminations that occurred more than 6[30 - 1206] days before the date the [Policyholder] notified Us of the termination. We may reduce any such credits by the amount of any payments We may have made on behalf of such [4 employees] before We were informed their coverage had been terminated. Retroactive additions will be made at Our discretion based upon eligibility guidelines stated in the Booklet-Certificate, and are subject to the payment of all applicable premiums.

7[Premium Rate Reduction For Failure to Meet Performance Guarantees. We may reduce the [Policyholder's] premiumPolicyholder's premium due to Our failure to provide the agreed upon levels of service. Such service levels are guaranteed by Us and agreed to in writing by Us and the [Policyholder].

The reduction is based upon a percentage of the projected annual premium which is due over the term of the period for which service levels are guaranteed. The reduction amount will be credited, toward either future or prior premiums, at the end of [8the policy year.].

The reduction will apply only to the [[89Life Insurance]] Coverage issued under this Policy.

9The terms of the Performance Guarantees are set forth in the [10Service Agreement..].]